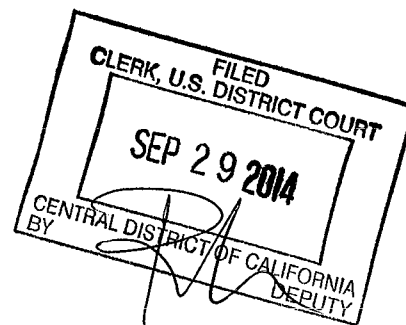


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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 MEATHEAD MOVERS, INC. a
14 California corporation,

15 Plaintiff,

16 vs.

17 SKINNY WIMP MOVING CO.;
18 LANCE CLAUSON; and
19 DOES 1-10, inclusive,

20 Defendants.

21 LANCE CLAUSON,

22 Counterclaimant,

23 vs.

24 MEATHEAD MOVERS, INC.,

25 Counterdefendant.

Case No.2:14-cv—1278 DMG (VBKx)

~~Proposed~~ STIPULATED
PROTECTIVE ORDER

NOTE CHANGES MADE BY THE COURT.

1 Pursuant to Stipulation of the parties, IT IS HEREBY ORDERED that the
2 following Protective Order shall govern the disclosure of confidential, trade secret,
3 and/or proprietary information provided by the parties in this action.

4 1. When used in this Protective Order, the words set forth below shall have
5 the following meanings:

a. 6 The word "Documents" is used herein in the broadest sense permitted
7 under the Federal Rules of Civil Procedure. In particular, it means the original (or
8 identical duplicate when the original is not available) of all objects, tangible or
9 intangible, from which information may be derived or discerned, and specifically
10 includes all form of Electronic Data and other information stored on Electronic Media.
11 By way of example only, the word "Document" shall include notes, correspondence,
12 memoranda, contracts, agreements, sound recordings, minutes, diaries, notebooks,
13 bulletins, circulars, forms, statements, journals, letters, telegrams, notices, interoffice and
14 intra office Communications, electronic mail, photocopies, studies, analyses, messages,
15 comparisons, graphs, charts, compilations, drawings, receipts, schedules, summaries,
16 films, photographs, tapes, electronic data, computer data bases, computer codes,
17 computer printouts, software, books, pamphlets, periodicals, reports, notations,
18 messages, cables, videotapes, magazines, booklets, instructions, purchase orders, bills,
19 checks, tabulations, questionnaires, surveys, sketches, working papers, indexes, records
20 of purchase of sale, leases, invoices, expense records, trip reports, press releases,
21 appraisals, valuations, estimates, opinions, financial statements, accounting records,
22 income statements (including consolidated income statements), electronic or other
23 transcriptions or taping of telephone or personal conversations, conferences or meetings,
24 telephone logs, appointment calendars, calendars, group scheduler calendars, paintings,
25 minutes, financial reports, accounting reports, facsimiles, facsimiles transmission
26 reports, or logs, teletype messages, directories, computer directories, computer disks,
27 computer tapes, computer media, or any other written, printed, typed, punched, taped,
28 filmed or other electronic media.

b. 1 "Discovery Materials" means Documents produced in response to
2 requests for production or pursuant to subpoena.

c. 3 "Disclose" means to reveal, divulge, give, or make available
4 Discovery Materials, or any part thereof, or any information contained therein.

5 2. Any party may designate as "Confidential" or "Highly Confidential --
6 Attorneys' Eyes Only" any document produced by such party by stamping the document
7 "Confidential" or "Highly Confidential -- Attorneys' Eyes Only." "Confidential" or
8 "Highly Confidential -- Attorneys' Eyes Only" information includes information that (1)
9 is secret; (2) is proprietary; (3) is a trade secret; (4) contains non-public information
10 regarding product research or development, marketing strategy, the party's finances, or
11 the party's personnel; (5) is privileged from disclosure by an individual's right to
12 privacy; or (6) contains other information, the disclosure of which will cause harm to the
13 party disclosing such information. All Discovery Materials designated as "Confidential"
14 or "Highly Confidential -- Attorneys' Eyes Only" shall be accorded the protections set
15 forth in this Protective Order, and the contents thereof, or any information contained
16 therein, shall not be disclosed to any person or entity except in accordance with the
17 terms, conditions, and restrictions of this Protective Order.

18 3. All Discovery Materials designated as "Confidential" or "Highly
19 Confidential -- Attorneys' Eyes Only" shall be used solely for the prosecution and
20 defense of the claims in the above-entitled action. "Confidential" or "Highly
21 Confidential -- Attorneys' Eyes Only" Discovery Materials shall not be used by any
22 party other than the producing party for any other purpose, including, without limitation,
23 business or commercial purposes.

24 4. Any "Confidential" or "Highly Confidential -- Attorneys' Eyes Only"
25 designation which is inadvertently omitted during document production, in responding to
26 interrogatories or in connection with a deposition, may be corrected by written
27 notification to all counsel of record. Upon receipt of such written notification, all
28 information so designated shall be subject to this Protective Order as if it had been

1 initially so designated; provided, however, that the receiving party shall incur no liability
2 for any prior disclosure of such information.

3 5. For purposes of preparation and trial of this action, and subject to the
4 terms, conditions, and restrictions of this Protective Order, those who receive
5 "Confidential" information pursuant to this Protective Order may disclose such
6 information only to the following persons:

(1) The parties and persons employed by the parties to whom access to
8 "Confidential" information is required in order to enable a party to prepare for trial, to
9 try this action or to engage in appellate proceedings herein;

(2) Any counsel retained by the parties, including that counsel's
11 paralegal, secretarial, and clerical employees who are assisting counsel in the preparation
12 and trial of this action;

(3) Counsel working on this action on behalf of any party;

(4) Deposition deponents for purposes of a deposition held in connection
15 with this proceeding where "Confidential" information is relevant to a subject matter of
16 which the deponent would be likely to have knowledge and witnesses called to testify at
17 trial but only for purposes of such trial testimony;

(5) Potential witnesses in the action, but only to the extent necessary for
19 the purpose of assisting in this action and such potential witnesses shall not be entitled to
20 retain copies of "Confidential" information;

(6) Court reporters and other persons involved in recording or
22 transcribing the action;

(7) Copying or microfilming services retained to handle or reproduce
24 Discovery Materials in this action;

(8) Experts and consultants retained or consulted by the parties and/or
26 their counsel concerning the preparation and trial of this action and the employees or
27 independent contractors of any such experts or consultants who are assisting in the work
28 for which the experts or consultants are engaged;

(9) The Court and any persons employed by the Court whose duties
2 require access to any information lodged or filed in connection with this action; and

(10) Any settlement conference officer or mediator to whom disclosure of
4 "Confidential" information is permitted by the parties in writing.

5 6. For purposes of preparation and trial of this action, and subject to the
6 terms, conditions, and restrictions of this Protective Order, those who receive "Highly
7 Confidential -- Attorneys' Eyes Only" information pursuant to this Protective Order may
8 disclose such information only to the following persons:

(1) Only outside litigation counsel working on this action on behalf of
10 any party and outside litigation counsel's paralegal, secretarial, and clerical employees
11 who are assisting outside litigation counsel in the preparation and trial of this action;

(2) Counsel of the law firms of Karish & Bjorgum, PC, The Law Offices
13 of Jeffrey D. Stulberg, and The Small Business Law Firm, P.C., working on this action
14 on behalf of their respective clients and such counsel's paralegal, secretarial, and clerical
15 employees who are assisting such counsel in the preparation and trial of this action;

(3) Court reporters and other persons involved in recording or
17 transcribing the action;

(4) Copying or microfilming services retained to handle or reproduce
19 Discovery Materials in this action;

(5) Experts and consultants retained or consulted by outside litigation
21 counsel and/or their counsel concerning the preparation and trial of this action and the
22 employees or independent contractors of any such experts or consultants who are
23 assisting in the work for which the experts or consultants are engaged; and

(6) The Court and any persons employed by the Court whose duties
25 require access to any information lodged or filed in connection with this action; and

(7) Any settlement conference officer or mediator to whom disclosure of
27 "Highly Confidential -- Attorneys' Eyes Only" information is permitted by the parties in
28 writing.

1 7. Before disclosing any “Confidential” or “Highly Confidential --
2 Attorneys’ Eyes Only” information or the contents thereof, to any persons (except the
3 individuals identified in paragraphs 5(6), (7), (9) and 6(3), (4), (6) above), counsel shall
4 show the Protective Order to such person and explain to such person that the documents
5 are confidential and are subject to this Protective Order. Counsel shall cause each
6 person(s) to execute a copy of the “Agreement to be Bound,” the form of which is
7 attached hereto as Exhibit “A”.

8 8. Irrespective of Paragraphs 5 and 6 above, nothing herein shall prohibit
9 counsel for a Party from disclosing Discovery Material to any person whom the
10 particular item of Discovery Material clearly identifies as an author, addressee, or copy
11 recipient of the particular item of Discovery Material; and, regardless of designation
12 pursuant to this Stipulation and Protective Order, if a document or testimony makes
13 reference to the actual or alleged conduct or statements of a person who is a potential
14 witness, counsel may discuss such conduct or statements with such witness without
15 revealing any portion of the Discovery Material other than that which specifically refers
16 to such conduct or statements, and such discussion shall not constitute disclosure within
17 the terms of this Stipulation and Protective Order.

18 9. To the extent any deposition taken in this action concerns “Confidential”
19 or “Highly Confidential -- Attorneys’ Eyes Only” information, any party or nonparty
20 may designate all or a portion of the transcript of such deposition as “Confidential” or
21 “Highly Confidential -- Attorneys’ Eyes Only” information while the deposition is in
22 progress, or by providing counsel for all parties with specific designations of the pages
23 and lines in the transcript that the designating party considers to be “Confidential” or
24 “Highly Confidential -- Attorneys’ Eyes Only” within fourteen (14) business days of the
25 designating party’s receipt of a copy of the deposition transcript, in which case all
26 counsel receiving such notice shall mark the copies or portions of the designated
27 transcript in their possession or under their control as directed by the designating party.

28 10. To the extent “Confidential” or “Highly Confidential -- Attorneys’ Eyes

1 Only” information is filed with the Court, whether as an exhibit to a submission or
2 referenced within a submission, the parties shall proceed according to the procedures set
3 forth in Local Rule 79-5 of the United States District Court for the Central District.
4 Consistent with Local Rule 79-5, the party seeking to submit the Confidential
5 Information shall submit an application, a proposed order, and the Confidential
6 Information for filing under seal, and may file the Confidential Information under seal
7 only if the Court so orders.

8 11. If any party wishes to disclose any Discovery Materials received from
9 another party and designated as “Confidential” or “Highly Confidential -- Attorneys’
10 Eyes Only” to any other person not identified in prior paragraphs, at least seven (7)
11 business days prior to the date of such disclosure, notice shall be served on counsel for
12 the party that produced the particular Discovery Materials setting forth the identity of the
13 person to whom the information is to be disclosed, and the need and purpose for the
14 disclosure. If counsel for the producing party does not consent to disclosure of the
15 particular Discovery Materials in writing, the receiving party shall obtain permission
16 from the Court prior to any disclosure of the “Confidential” or “Highly Confidential --
17 Attorneys’ Eyes Only” information. Irrespective of the time periods in this paragraph, if
18 a shorter time period is necessary because of time limitations associated with any court
19 dates or deadlines, the parties shall attempt to reasonably accommodate such shorter time
20 periods.

21 12. If any party disagrees with respect to the designation of information
22 pursuant to this Protective Order, it shall notify the designating party of its disagreement
23 in writing and the designating party and the objector(s) will thereupon confer as to the
24 status of the subject information within ten (10) days (or such other time as the parties
25 may agree upon) after the designating party receives the written notification. If, prior to,
26 or at the time of such a conference, the designating party withdraws its designation of
27 such information as being subject to this Protective Order, the designating party shall
28 express such withdrawal in writing. If the objector and designating party are unable to

1 agree upon the status of the documents or materials designated as "Confidential" or
2 "Highly Confidential -- Attorneys' Eyes Only", the objector may, within ten (10) days
3 after the conference, challenge by motion any "Confidential" or "Highly Confidential --
4 Attorneys' Eyes Only" designation on any Discovery Materials. On any such motion,
5 the party asserting the "Confidential" or "Highly Confidential -- Attorneys' Eyes Only"
6 designation has the burden of proving that the designation is appropriate. Until a
7 determination by the Court as to the propriety of a "Confidential" or "Highly
8 Confidential -- Attorneys' Eyes Only" designation is made, the information shall be
9 treated as "Confidential" or "Highly Confidential -- Attorneys' Eyes Only" pursuant to
10 the terms of this Protective Order.

11 13. Nothing in this Protective Order shall prohibit a party from seeking further
12 protection of the Discovery Materials by stipulation among all the parties or by
13 application to the Court.

14 14. This Protective Order is entered without prejudice to the right of any party
15 to waive the applicability of this Protective Order to any Discovery Materials produced
16 by that party.

17 15. Within sixty (60) days of the conclusion of this lawsuit, including any
18 appeals, all materials designated "Confidential" or "Highly Confidential -- Attorneys'
19 Eyes Only" and any copies thereof shall be destroyed or returned to the party who
20 produced the "Confidential" or "Highly Confidential -- Attorneys' Eyes Only" materials,
21 upon written request. Irrespective of the above, counsel can keep one archival copy of
22 the documents for their permanent files.

23 16. Notwithstanding any other provision herein, this Protective Order is not
24 intended to be and shall not be construed as (1) a ruling on the admissibility of
25 "Confidential" or "Highly Confidential -- Attorneys' Eyes Only" information; (2) a
26 waiver of any objection to the production or use of any "Confidential" or "Highly
27 Confidential -- Attorneys' Eyes Only" information on grounds of privacy, relevance,
28 confidentiality, privilege, undue burden or otherwise; or (3) a ruling requiring the

1 production of any "Confidential" or "Highly Confidential -- Attorneys' Eyes Only"
2 information.

3 17. If any party who receives "Confidential" or "Highly Confidential --
4 Attorneys' Eyes Only" information receives a subpoena or other request seeking such
5 information, said party shall immediately give notice to the designating party (and no
6 later than three (3) business days of receipt of the subpoena), identifying the information
7 sought and the time in which production or other disclosure is required, and shall object
8 to the request or subpoena on the grounds of this Protective Order so as to afford the
9 designating party an opportunity to obtain an order barring production or other
10 disclosure, or to respond to the subpoena or other request for production or disclosure of
11 such information.

